

State of New Hampshire



Department of State

Request for Proposals

Web Content Management System

Proposal No. NHSOS-2010-001

Schedule of Events	Date
<ul style="list-style-type: none">• RFP Released to Vendors	05/21/10
<ul style="list-style-type: none">• Date and time for Receipt of Proposal(s)	06/15/10 12:00 Noon (Local Time)
<ul style="list-style-type: none">• State Contact	Anthony Stevens (603)271-8238
<ul style="list-style-type: none">• Email	NHVotes@sos.nh.gov

This RFP is available on the Internet at:

<http://www.sos.nh.gov/>

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GENERAL INFORMATION

1.0 Summary Statement

Through this solicitation, the Department of State is seeking to procure a Web Content Management System for use by the Department of State, as well as the services of an organization capable of providing such a system and service package. These systems and associated services are to be provided as needed to the divisions and bureaus of the Secretary of State.

The Web Content Management System (WCMS) and services in the proposal will provide authoring and other tools designed to allow users with little knowledge of programming or markup languages to manage content with relative ease. Systems may use a database to store content, metadata, or artifacts that might be needed by the system. This WCMS will facilitate content creation, content control, editing, and essential Web maintenance functions. A presentation layer will display the content to Web-site visitors based on a set of templates. Administration will typically be done through browser-based interfaces. The state anticipates obtaining a license for up to 5 seats that can change the look and feel, and 10 -15 seats to enter content.

The format management feature will allow documents including legacy electronic documents and scanned paper documents to be formatted for the Web site. The revision control feature will allow content to be updated to a newer version or restored to a previous version. Revision control will also track any changes made to files by individuals. A content management system will index all data, allowing individuals to search for data using key words.

The WCMS will require an experienced coder to set up and add features, but is primarily a Web-site maintenance tool for non-technical administrators.

This RFP requests proposals to install and configure the WCMS that would contain all information currently provided on the SOS website plus additional future uses. The RFP requests proposals to customize the WCMS by creating interactive web page(s) that may include APIs to include data currently existing in other databases.

For instance, federal MOVE legislation adopted in 2009 requires a tracking tool that enables absentee uniformed and overseas voters to enter their name, town or city and their date of birth and ascertain when their absentee ballot request was received, when it was sent, and when the absentee ballot envelope was returned.

Another function would permit local election officials to enter a secure environment and submit election results in a series of web pages that would subject that data to tests for accounting integrity. Such application would interface with an election management system described herein.

Implementation Effort & Time Frame

As described above, the initial deployment of the base product with State Primary and General Election results reporting, must be performed preferably by July 31, 2010. Final completion is envisioned by December 31, 2011.

1.1 *Non-Exclusive Use*

It is the State's intention to obtain goods and services, as specified in this Request for Proposals (RFP), by a contract(s) between the selected Vendor(s) and the State. This contract will not be construed to require the State to procure exclusively from the Vendor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the Vendor. The State via this solicitation makes no guarantee to the selected Vendor that the State will purchase any minimum or maximum amount of equipment and services.

1.2 *Abbreviations and Definitions*

For purposes of this RFP, the following abbreviations have the meanings indicated below:

API: Application Programming Interface
DEV: Development
NH SOS: New Hampshire Secretary of State
PROD: Production
RFP: Request for Proposal
SIT: System Integration Testing
UAT: User Acceptance Testing
WCMS: Web Content Management System
WYSIWYG: "What you see is what you get"

1.3 *Procurement Officer*

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Name: Anthony Stevens, Assistant Secretary of State
Address: State House Room 204
107 N. Main Street
Concord NH 03301
Telephone #: 603 271-8238
Fax #: 603 271-8242
E-mail: NHVotes@sos.nh.gov

1.4 *Schedule of Events*

The following represents an indicative schedule of events. The State reserves the right to change this schedule.

Schedule of Events	DATE	TIME
• RFP Released to Vendors	05/21/10	
• Vendor Inquiry Period Begins	05/21/10	
• Vendor Inquiry Period Ends (Final inquiries due)	06/07/10	
• Final State Responses to Vendor Inquiries	06/10/10	
• Date and time for Receipt of Proposal(s)	06/15/10	12:00 Noon Local Time
• Vendor Presentations	06/16/10 through 06/18/10	
• Proposal Evaluation Completed	06/21/10	
• Contract Award	06/22/10	
• Commence Work	06/30/10	
• Work Plan Due	07/02/10	
• Phase 1 - Partial Implementation	07/31/10	
• Complete Implementation (all Divisions, Bureaus, and offices complete)	12/31/11	

1.5 Questions

The Procurement Officer will accept written questions from prospective Vendors. Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. As reasonably possible and appropriate, these questions will be answered by placing the responses on the Secretary of State's web site at <http://www.sos.nh.gov/>

In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.6 Proposals Due (Closing) Date

An unbound original and six (6) bound copies of each Proposal must be received by the Procurement Officer no later than **12:00 Noon Local Time on June 15, 2010**, in order to be considered. Vendors should enclose an electronic version of the Proposal (either in Word or Adobe PDF). The electronic copy is to be labeled and packaged with the original copy of the Proposal.

Requests for extension of this date or time will not be granted. Vendors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals may not be submitted by e-mail or facsimile.

1.7 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for two hundred seventy (270) days following the deadline submission of proposals.

This period may be extended at the State's request with the Vendor's written agreement. In the event that the selected vendor fails, the State reserves the right to re-award the contract based on responses to this RFP. If the State is required to enter an agreement with another vendor, all performance schedules would be adjusted accordingly.

1.8 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted to the website and emails to the Vendors that have completed the "Letter of Intent" in **Attachment C**. Amendments made after the due date for proposals will be sent only to those Vendors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date **must accompany the Vendor's Proposal** in the Transmittal Letter accompanying the Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Vendor from complying with all terms of any such amendment.

1.9 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Vendors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a contract based upon the written Proposals received in response to this RFP without prior discussions or negotiations.

1.10 Solution Demonstration and Oral Presentation

Vendors may be required to demonstrate their proposed solution, to provide the State with a working prototype for its use and evaluation for a period of up to two weeks, and to make oral presentations to State representatives. The State intends to video tape presentations. The State may require that significant representations made by a Vendor during the solution demonstration/oral presentation be submitted in writing. All representations made by a Vendor during the solution demonstration/oral presentations will become part of the Vendor's Proposal and are binding if the contract is awarded. Vendors should be prepared to demonstrate authenticated login capabilities in order to securely capture and store data input by the user.

Vendors shall be available during the weeks set forth in the Schedule of Events, and shall indicate which days are preferred in their Letter of Intent in **Attachment C**.

1.11 Incurred Expenses

The State will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.12 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's Proposal to meet the requests of this RFP.

1.13 Multiple or Alternative Proposals

Vendors are encouraged to present multiple proposals if such proposals differ significantly from each other. If more than one proposal is submitted by a single Vendor, the proposals must be of such a different nature that they may be judged as separate systems, not simply extensions of each other.

1.14 Right to Know Law Notice

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The Vendor must give specific attention to the clear identification of those portions of its Proposal and/or demonstration that it considers confidential, proprietary commercial information, or trade secrets. Information which is claimed to be confidential is to be placed in the Executive Summary of the Vendor's Proposal.

1.15 Vendor Responsibilities

The selected Vendor shall be responsible for all products and services required by this RFP. Sub Vendors must be identified and a complete description of their role relative to the Proposals must be included in the Vendor's Proposals.

1.16 Mandatory Contractual Terms

By submitting an offer in response to this RFP, a Vendor, if selected for award, shall be deemed to have accepted the terms of this RFP and its Attachments, including **Exhibit A, the Statement of Work and Attachment A, the Contract**. Any exceptions to this RFP, its Attachments, or the Contract must be clearly identified in the Executive Summary of the Proposal. A proposal that takes exception to these terms may be rejected.

1.17 Contract Affidavit

All Vendors are advised that if a contract is awarded as a result of this solicitation, the successful Vendor will be required to complete a Contract Affidavit and supply a Certificate of Good Standing or Certificate of Authority from the New Hampshire Department of State. A copy of this Affidavit is included for informational purposes as **Attachment B of this RFP**. This Affidavit and Certificate must be provided prior to contract signing. It is recommended that any potential Vendor complete registration prior to the due date for receipt of proposals.

1.18 Procurement Method

If the State awards a contract as a result of this RFP, it will award a contract based upon criteria, standards, and weighting identified in this RFP as applied to each element of the Proposal as described in this RFP. The State reserves the right to reject any and all proposals, to amend and reissue the RFP, and to permit Vendors to resolve minor discrepancies following the deadline for final submission.

1.19 Contract Duration

The Contract will preferably be for a base period to extend through December 2011, with a one-year warranty period on the implemented solution, and an option of up to five (5) additional, successive two-year support and maintenance periods on the implemented solution. These preferred maintenance periods may be exercised at the State's sole option.

The warranty will be as agreed to in the contract.

1.20 Contract Type

The State plans to execute a firm fixed price contract as a result of this RFP.

1.21 General Standards and Requirements

The successful Vendor must agree to abide by General Standards and Requirements that are consistent with the sample in **Attachment F**.

1.22 Delivery Requirements and Quantities

The Vendor is to deliver systems software and necessary components and perform required services to implement the WCMS and customized software by the dates listed in this RFP.

1.23 Delivery Timeframe Requirements

By **July 31, 2010**, provide WCMS base product and implement State Primary and General Election results reporting solution.

By December 31, 2011, complete implementation for all other Secretary of State Divisions, Bureaus and Offices.

1.24 Work Plan

The Vendor shall submit a Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule.

The Vendor shall update the Work Plan as necessary, but no less than every month. Any substantive changes to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the contract.

In the event additional time is required by the Vendor to correct Deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend insofar as the State's review of a deliverable is longer than what is set forth in the schedule.

1.25 Cost Proposal

The Vendor must submit the Cost Proposal, which should contain all implementation cost information in the format specified in **Attachment D**. Complete the cost sheets only as provided in the Price Proposal Instructions. Long term costs will be estimated by the State based on the Vendor's Proposal.

1.26 Indicative Payment Schedule

The State plans to make **Phase 1 (implementation of WCMS base product and Primary and General Election Results Reporting pages)** payments in accordance with the following schedule.

Milestones	Payment (as percent of total)
Following execution of the contract and upon receipt and acceptance of the Work Plan for Phase 1 (implementation of WCMS base product and State Primary and General Election results reporting pages)	25%
Upon successful testing of Phase 1	40%
Upon completion of implementation of Phase 1 and receipt of training and software documentation.	25%
Hold back	10%

Vendors may propose alternative payment schedules in their responses to this RFP.

The State plans to make payments for Elections Division custom software in accordance with the following schedule.

The State plans to make payments for the remaining divisions, bureaus, and offices of the Department of State in accordance with a separate schedule.

1.27 Legal Compliance

Vendors are responsible for understanding and complying with state and federal laws.

1.28 General Background

3.1.5 This RFP evaluation process will pay close attention to long-term costs for the state. When the Legislature enacted laws to carry out HAVA, it required that “the Secretary of State shall not expend any monies in the election fund unless the balance in the fund following such expenditures shall be at least 20 times the estimated annual cost of maintaining the programs established to comply with the Help America Vote Act of 2002, Public Law 107-252.” The Legislature repealed this law in 2009, and legislation is in process in 2010 to re-enact that provision, except that the balance in the fund following such expenditures would be changed to “at least 15 times the estimated annual cost of maintaining the programs established to comply with the Help America Vote Act of 2002.”

2.0 Department of State

2.1 Department Overview and Operating Environment

The Secretary of State offices are primarily located in the State House, the State House Annex, and 71 South Fruit Street - all Concord, NH addresses. In addition some members of the staff work in the field in performance of their duties. Internet access to national database(s) is an inherent part of the daily function.

The Secretary of State is comprised of multiple offices/divisions/bureaus that perform diverse and unique functions. A sample of activities at The Secretary of State Office include:

- administering state elections, training election officials, monitor, record and publish state primary and general election information, federal HAVA and MOVE Act compliance
- investigating, auditing and licensing of securities broker dealers, and registering of securities
- acceptance, recording and retrieval of Uniform Commercial Code filings
- registering business entities, provide access to data concerning them
- processing, recording and recommending for approval Notary Public and Justices of the Peace
- storing, preserving and making available state government records and historical documents
- receiving, maintaining and making available records of births, deaths, marriages, divorces and other vital records
- information technology

The information technology office maintains the equipment and software that supply a reliable source of information for public access, including the retrieval of repository information upon demand, and provides consistent dependable, and user friendly access to the SOS Staff workers.

2.2 Department Applications – software systems used to process/analyze data and disseminate information:

- Elections :
 - Help America Vote Act (HAVA)
 - Statewide Voter Registration System
 - Accessible Voting System
 - MOVE Act Compliance
 - Absentee Ballot Tracking
 - Candidate Filing & Ballot Rotation
 - Campaign Finance Reporting System
 - State Primary and General Election Results Reporting
 - List of all state elected officials and unclassified appointments
- Uniform Commercial Code:
 - UCC Information Management System
- Corporate Division:
 - Corporate Records Information Management System
- Securities Regulation:
 - Securities Registration and Information Management System
- Notary Public & Justice of the Peace:
 - Notary & Justice of the Peace
- Archives & Records Management Division:
 - Records Management
- Vital Records Division
 - Vital Records Information Network

2.3 Department Organization

The Secretary of State department was established by the constitution effective June 2nd, 1784 and is charged with the following responsibilities:

- Serves as the Chief Election Officer of the State and is responsible for the administration of election laws as well as laws relating to the disclosure of campaign and lobbying activity;
- Administers and enforces state laws regulating securities, broker dealers, and the offers and sales of securities to citizens of New Hampshire;
- Administers laws pertaining to filing documents associated with corporations, limited partnerships, limited liability companies, limited liability partnerships, non-profits, trade names and trademarks;
- Administers laws pertaining to filing documents associated with the perfection of Uniform Commercial Code security agreements;
- Accepts filings and maintains records of all notaries public and justices of the peace;
- Manages records retained by State agencies;
- Preserves and provides access to documents, records, and artifacts having historical and legal significance;
- Prepares agenda, records and maintains minutes for the Governor and Executive Council;
- Chapters and enrolls legislative bills adopted by the Legislature
- Administers laws pertaining to receiving, maintaining and making available records of births and deaths

2.3.1 Elections

Election requirements are a primary driver of this RFP. The federal MOVE Act enacted in October, 2009 and corresponding 2010 state legislation - HB 1535 and HB 1529 - demand an up-to-date web site that enables interaction by election officials, using security access.

Under the federal MOVE Act, town, city and ward clerks are required to track voters' absentee ballot requests – when they were received, when the absentee ballot was sent out, and when the envelope containing the absentee ballot was returned.

Candidates for local and some state offices file for office with local town or city clerks. All other candidates file for office with the Secretary of State. The Secretary of State prepares ballots for all statewide elections. Municipal clerks prepare ballots for all local elections.

The election reporting and reconciliation requirements are identified on pages 147 - 150 and 174 - 177 of the Elections Procedures Manual, which can be found at: <http://nhvotes.sos.nh.gov> Click the "Guest Login" button and the Manual is located at the top of the Resources Column on the left.

Currently, results from individual optical scan machines and hand counts are tallied by local election officials on a paper form, announced locally, and delivered to the Secretary of State by law enforcement on the morning following the election. Beginning with the September 14, 2010 state primary, the state anticipates making available to the local clerks an on-line electronic reporting of their jurisdiction's election results.

2.4 State Project Management Team

The members of the Project Management Team (“PMT”) are identified below. Additional State staff may participate in the PMT as need arises.

Table A 15.0 – 1 State Project Management Team

Name	Division	Project Team Member	Role and Responsibility
William M. Gardner	SOS Executive, CEO, Project sponsor	Yes	Ultimately responsible for the successful implementation of the WCMS
David M. Scanlan	SOS Executive	Yes	Project Executive. Risk management.
Anthony Stevens	Project Manager/ Procurement Officer	Yes	Project leadership, project planning, project strategy, RFP development, promoting project statewide, project control, risk management, contract oversight. Interface with election officials and vendors. Contract changes.
Daniel J. Cloutier	Chief Information Officer	Yes	<p>He and staff provide IT advice, as they affect IT decisions, interfaces. Coordinate Project Implementation; Configuration and testing lead; Coordinate State staff involvement; Identifies risks and escalates topics that cannot be resolved; Ensures proposed process changes are considered by process owners; During the testing phase, responsibilities will focus on:</p> <ul style="list-style-type: none"> a) Coordinating acceptance testing; b) Establishing priorities for resolution of Deficiencies; and c) Tracking Deficiencies through resolution.

Matthew Mavrogeorge	Department of Justice	Yes	Reviews all documents for legal compliance. Analyses election process protocols, design, and agency interfaces. Assists with change management, training in how protocols interact with state law.
Paula Penney	Business Services	No	SOS Purchasing Manager. Makes payments under contracts.
JoAnn Ferruolo	Local Election Officer Liaison	No	Help desk for 236 local jurisdictions regarding statewide voter registration system and accessible voting system
Colleen McCormack Lane	Local Election Officer Liaison	No	Help desk for 236 local jurisdictions regarding statewide voter registration system and accessible voting system

3.0 Proposal Format

3.1 Proposals

An unbound original, so identified, and six (6) bound copies of each Proposal are to be submitted to the procurement officer.

3.2 Proposal Submission Requirements

Vendors are permitted to submit multiple proposals in response to this RFP.

3.3 Proposal Format

Proposals should follow the following format:

- a. Each page of a Proposal should include a page number/total pages and identification of the Vendor in the page footer. All pages of the Proposal must be consecutively numbered from beginning to end.
- b. Each Section of the Proposal should be separated by tabs.

3.4 Proposal Organization

Proposals must adhere to the following outline and should not include items not identified in the outline.

- a. Cover Page
- b. Transmittal Letter
- c. Table of Contents

- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to System Requirements and other Questions
- g. Section IV: Cost Proposal

3.5 *Proposal Content*

Proposals must contain the following:

3.5.1 Cover Page

The first page of the Vendor's Proposal must be a cover page containing the following text:

RESPONSE TO SOS RFP 2010-001
Web Content Management System

The cover page must include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and e-mail address. It must also include the closing date and time for receipt of the proposals on the outside of the package.

3.5.2 Transmittal Letter

All proposals submitted in response to this RFP must be accompanied by a transmittal letter that includes:

- a. Vendor's legal name and any other name under which the Vendor does business; mailing address; street address (for courier or other mail services); name and title of individual who will sign the contract; name and title of the company contact person (if different); and for each key person: direct telephone number, fax number, and e-mail address;
- b. A statement that the individual who signs the transmittal letter is authorized to commit the company;
- c. A statement that the Proposal is effective for a period of two hundred seventy (270) days or the date the contract takes effect, whichever is later;
- d. A guarantee that prices quoted in the Proposal were established without collusion with other Vendors and without an effort to preclude the State of New Hampshire from obtaining the best possible competitive price;
- e. Acknowledgement that the Vendor has read this RFP and subsequent amendments (addendums), if any, of which subsequent addendums must be identified; and
- f. A statement confirming that the Vendor has reviewed and agreed to be bound by the State's Terms and Conditions in Attachment A herein, which shall form the basis of any contract resulting from this RFP.

3.5.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Sections 4.3, Proposal Format and Section 4.4: Proposal Organization, but should provide greater detail.

3.5.4 Section I: Executive Summary

The Executive Summary, which should not exceed five (5) pages, must identify how the Vendor will satisfy the minimum standards for consideration. The executive summary will also provide an overview of the Vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal. Vendors must indicate all exceptions taken to the requirements of this RFP and Attachments. Vendors must declare which sections of the Proposal are confidential or proprietary.

Warning: Exceptions to terms, conditions or requirements in this RFP may result in having the proposal deemed unacceptable.

3.5.5 Section II: Glossary of Terms and Abbreviations

The Vendor should provide a glossary of all terms, acronyms and abbreviations used in its Proposal.

3.5.6 Section III: Responses to System Requirements and other Questions

The Vendor must respond to Exhibit A and Attachment H – Topics Requiring a Narrative Response.

3.5.7 Section IV: Cost Proposal

The Cost Proposal must include the following:

Activities/Deliverables/Milestones Pricing Worksheet for Phase 1 prepared using the format provided in **Table D 1.0-1 of Attachment D**. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Proposed Position – Initial Contract Term Vendor Rates Worksheet prepared using the format provided in **Table D 2.0-1 of Attachment D**. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Proposed Vendor Staff and Resource Hours Worksheet prepared using the format provided in **Table D 3.0-1 of Attachment D**. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Future Vendor Rates Worksheet prepared using the format provided in **Table D 4.0-1 of Attachment D**. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Software Licensing, Maintenance, and Support Pricing Worksheet prepared using the format provided in **Table D 5.0-1 of Attachment D**. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

3.6 Proposal Evaluation Process

3.6.1 Evaluation Overview; Rights of the State in Evaluating Proposals

Proposals will be reviewed to initially determine if minimum submission requirements have been met. Upon receipt, the proposal information will be disclosed to a selected group of individuals known as the evaluation team. Scoring will be based on information including, but not limited to, the Vendor's proposal documents, references, interviews, and product demonstrations/evaluations. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award. Based on the results of the evaluation, the proposals determined to be most advantageous to the State, taking into account all of the evaluation factors, may be selected by the State for further action.

The State reserves the right to:

- a. Consider any source of information in evaluating proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all proposals at any time.
- d. Seek a "best and final offer" from Vendors submitting acceptable proposals, which will give Vendors the opportunity to lower their cost proposal.

If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

3.6.2 Evaluation Steps

The State plans to use the following multi-tiered process for evaluation:

- a. Initial Screening;
- b. Preliminary Evaluation and Background Checks;
- c. Oral Interviews and Product Demonstrations; and
- d. Final Evaluation

3.6.3 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with the following:

- a. Submission requirements as stated herein
- b. Agreement to the State's terms and conditions

A proposal that fails to satisfy a. and b. above may be rejected without further consideration. However, the State reserves the right to consider any proposal that is submitted.

3.6.4 Preliminary Evaluation and Background Checks

The State will establish one evaluation team to evaluate proposals in the manner further described herein.

3.6.5 Oral Interviews and Product Demonstrations

All Vendors who plan to submit proposals are asked to immediately schedule a date they are available for demonstration and oral presentation. (See **Attachment C**, Letter of Intent.) Vendors may withdraw at a later date and the demonstration not be scheduled, at the discretion of the state. The purpose of oral presentations and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors should adhere to the basic substance of their Proposals during oral presentations and product demonstrations. The Vendor shall demonstrate and active and a sample site. Information gained from oral presentations and product demonstrations will be used to refine scores assigned from the initial review of the proposals.

3.6.5 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor proposals and information gathering.

3.6.6 Proposal Evaluation

The State will select a Vendor based upon the criteria and standards contained in this RFP. Oral presentations, product demonstrations, and reference checks will be used to refine and finalize scores. Qualified Proposals will be scored on the basis of the criteria below. The State will use a scoring scale of 100 points, which shall be applied to the solution as a whole. Points will be distributed among three (3) factors:

- a. 30 points - Cost;
- b. 50 points – Usability/Functionality/Software;
- c. 20 points - Vendor Management, Experience and Capability.
- d. 100 points - Total Possible Score.

3.6.7 Scoring of Cost

Thirty (30) points are allocated for scoring of the Cost. These points will be distributed among two sub-factors: Implementation Costs and Long-term Costs.

Vendor's Cost Score = (State's Estimated Lowest Vendor Cost / State's Estimated Vendor's Cost) x 30

For the purpose of this formula, the "State's Estimated Lowest Vendor Cost" is defined as the lowest vendor cost, as estimated by the State, which estimate will consider implementation and long-term costs proposed by a Vendor. "State's Estimated Vendor's Cost" is defined as the Vendor's cost, as estimated by the State, which estimate will consider implementation and long-term costs proposed by the Vendor.

3.6.8 Implementation Costs

The State will consider the implementation costs specified by the Vendor in **Attachment D**, as well as other implementation costs that the State determines to be necessary.

3.6.9 Long-term Costs

The State will estimate long-term costs based on the entire Vendor's Proposal, focusing on the following costs:

- a. Training- officials
- b. Annual Maintenance
- c. Repairs, modifications and upgrades
- d. Incremental Human Resource Requirements
- e. Annual License Costs
- f. Other costs

3.6.10 Scoring of Usability/Functionality/Software

Fifty (50) points are allocated for scoring of WCMS Functionality and Usability. See **Exhibit A and Attachment H**.

3.6.11 Scoring of Vendor Management, Experience and Capability

Twenty (20) points are allocated for scoring of Vendor Management, Experience and Capability. Scoring will be based on the following sub-factors, as discussed herein: Vendor Experience, Vendor Organization, References, Vendor Capacity, Financial Capability, Work Plan, Project Management and Staffing Capability.

4.0 General Contract Requirements

4.1 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing, except for user acceptance testing as described herein, subject to State guidance and approval.

All vendor responsibility regarding testing and acceptance addressed herein shall apply to testing the WCMS as a whole and its discrete parts. This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and support of the State during user acceptance testing. The Vendor will correct all Deficiencies and support all required re-testing as described below.

4.2 Testing

4.2.1 Time Allocated to Testing Activities

As identified in the Test Plan and documented in the Work Plan, State testing will commence upon the Vendor's Project Manager's certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State is concerned about the amount of time that will be allocated to testing. It is crucial that State training and testing activities not be abbreviated in order to meet project implementation schedules. The Vendor must disclose in their Proposal the scheduling assumptions used in regard to State efforts and duration required for testing.

4.3 Vendor Responsibilities

4.3.1 Test Planning and Preparation

The Vendor will bear all responsibilities for the full suite of test planning and preparation throughout the project.

These responsibilities include the identification, preparation, and documentation of all test plans, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, regression testing, and expected results. The Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. In summary, the State will be presented with a Test Plan, all test variants, test scenarios, test cases, test scripts, test data, and expected results, as well as written certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.

In its Proposal, the Vendor is to include its proposed Test Plan methodology. After contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the project and include the details of its Test Plan methodology in the detailed project Work Plan (the first project deliverable).

4.4 State Testing

4.4.1 Test Plan

The Test Plan will guide all testing. The testing will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. The Vendor must assist the State with testing as requested by the State, at no additional cost. Within seven (7) business days of receiving certification from the Vendor that the WCMS is installed, complete, and ready for State testing, and the State's personnel having been trained, the State will commence system acceptance

tests. The Vendor must assist the State with such tests as reasonably requested by the State at no additional cost to the State.

4.4.2 State User Acceptance Testing

The State will conduct User Acceptance Testing (UAT) for each module, utilizing test data, as identified in the Test Plan, to validate reports, conducting performance testing, and any other final actions expected of the Vendor-provided WCMS. When the State has formally acknowledged acceptance for each phase (as denoted by the vendor in accepted Work Plan), upon successful UAT conclusion of each Phase, the State will issue a Letter of Acceptance.

4.4.3 Failure of Test; Retesting

For each failure of acceptance tests the State will notify the Vendor, in writing, in what respects the testing failed.

The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure, when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to ten (10) business days to make corrections to the problem unless specifically extended in writing by the State.

For each minor failure of an acceptance test, e.g. a temporary work around or cosmetic change is required, the acceptance period shall be extended by the corresponding time.

If there is a significant failure of the Software, i.e. it becomes unusable in whole or in part, then the test period may start over, at the sole discretion of the State.

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire WCMS fails the acceptance test, the State may, at its option: 1) terminate the contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default; 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of all acceptance testing under the Contract.

4.5 Warranty

4.5.1 System

The Vendor shall warrant that the WCMS and customized software shall operate to conform to the specifications, terms, and requirements of the Contract.

4.5.2 Software

The Vendor shall warrant that the WCMS and customized software furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the requirements and specifications.

4.5.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all services, equipment, and WCMS Software provided under this contract, and that such services, equipment, and the WCMS Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

4.5.4 Viruses; Destructive Programming

The Vendor shall warrant that the WCMS Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the WCMS Software.

4.5.5 Compatibility

The Vendor shall warrant that the WCMS, including any replacement or upgraded system provided by the Vendor to correct Deficiencies or as an enhancement, shall operate without loss of any functionality.

4.5.6 Services

The Vendor shall warrant that all services to be provided under the Contract will be provided in a professional manner in accordance with industry standards; that services will comply with performance standards; and that time is of the essence in connection with the Vendor's performance of all its obligations under the Contract.

4.6 Warranty Services

The Vendor shall agree to maintain, repair, and correct Deficiencies in the WCMS, during the Warranty Period, at no additional cost to the State, including without limitation, correcting all errors, and design defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software, and documentation.

Warranty services for the implemented solution shall include, without limitation, the following:

- a. Maintain the WCMS in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the WCMS or any portion thereof so that the WCMS operates in accordance with the specifications, terms, and requirements of the Contract;

- c. Given that the Vendor will support State technical staff, and the State staff will support the end users, the Vendor must have available to the Secretary of State on-call telephone or email assistance with responses within one (1) hour of telephone request or within one (1) hour of email between 8 AM and 4:30 PM Monday – Friday
- d. Diagnostic services within four (4) business hours of a request (on-site or remote, as required);
- e. Maintain and make available to the State a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all warranty services calls, the Vendor shall ensure the following information will be collected, maintained, and disclosed to the State:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale software or hardware failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with WCMS; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat WCMS hardware or software problems; and
- h. All Deficiencies found during the warranty period and all Deficiencies found with the releases provided pursuant to the warranty and/or maintenance agreement shall be corrected by the Vendor no later than fifteen (15) business days, unless specifically extended in writing by the State and at no additional cost to the State. (See **Section 4.4.3: Failure of Test; Retesting.**)

In the event the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period. (See **Section 4.7, Warranty Period, below.**)

4.7 Warranty Period

The warranty period will commence upon Vendor's receipt of the State's Letter of Acceptance and will continue for twelve (12) months.

4.8 Software Maintenance and Support

The Vendor will support State staff and State staff will support the end users. The Vendor must provide the following minimum software and services for the customized software throughout the Contract period, and for each two-year maintenance and support increment agreed to by the State:

- WCMS Software releases (patches, fixes) as part of the software licensing maintenance agreement;
- a. The Vendor must have available to the State on-call telephone or email assistance with responses within one (1) hour of request between 8 AM and 4:30 PM five days a week;
- b. Diagnostic services within four (4) business hours of a request (on-site or remote, as required);
- c. Repair or replace the WCMS or any portion thereof so that the WCMS operates in accordance with the specifications, terms, and requirements of the Contract
- d. Document and deliver to the State a record of the maintenance performed for the State;
- e. For all maintenance services calls, the State expects the following information to be collected, maintained, and disclosed to the State upon request:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time; and
 - 5) Deficiency resolution information.

The Vendor must work with the State to identify and troubleshoot potentially large-scale hardware or software failures and Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the hardware or software; 2) diagnosis of root cause of problem; and 3) identification of repeat calls or repeat hardware or software problems.

LIST OF EXHIBITS

EXHIBIT A Statement of Work

EXHIBIT B Price Proposal

LIST OF ATTACHMENTS

ATTACHMENT A – CONTRACT - is the basis for the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, a contract must be agreed to, completed, signed and returned by the State and the selected Vendor, following notification of proposed contract award.

ATTACHMENT B – CONTRACT AFFIDAVIT – This form is recommended, but not required, at proposal submission time. It shall be submitted by the selected Vendor within five days of notification of Contract award.

ATTACHMENT C – LETTER OF INTENT. It is requested that this form be completed and submitted by potential Vendors.

ATTACHMENT D – PRICE PROPOSAL FORM - Price Proposal forms must be completed and submitted.

ATTACHMENT E – TOWNS AND CITIES ORGANIZED FOR VOTING

ATTACHMENT F – GENERAL STANDARDS AND REQUIREMENTS

ATTACHMENT G – AUDIT, INSPECTION AND MONITORING

ATTACHMENT H – TOPICS REQUIRING NARRATIVE RESPONSE

EXHIBIT A - STATEMENT OF WORK

Through this solicitation, the Department of State is seeking to procure a Web Content Management System for use by the Department of State, as well as the services of an organization capable of providing such a system and service package. The WCMS requirements are as follows:

1. Provide content authoring, content entering, content editing
2. Enable content (from popular desktop publishing tools such as Word) to be used and converted into structured content for use on a Web site
3. Provide a WYSIWYG editing tool that can format plain text with bullets, colors, styles, paragraphs, columns, inclusion of images
4. Provide desktop tools, editing, form creation, enabling multiple contributors, in place editing and or preview type functionality, adding Flash, video and audio streaming,
5. Support different needs of content contributors, from casual author to power user.
6. Provide access control, permission control, and role definitions for content contributors
7. Manage the creating of directories/folders
8. Provide audit trail reporting on all changes to content and all transactions that occur within the WCMS environments
9. Manage content and content types ready for publication to different sites page layout management and assembly
10. Provide support for page layout management and assembly
11. Enable users to add and organize components without modifying templates

Provide support for content analytics of web sites, including most popular downloads, most visited pages, top referral sites, search words used to find the site, comprehensive site usage statistics, content usage reports

12. Provide version control of content and version history of all managed items
13. Enable revision tracking, permitting the user to view changes made to a content item
14. Identify what was published to a site at a specific moment in time (day/month/year/time)

15. Enable captured data from forms and surveys to be stored in a spreadsheet, database or XML format
16. Enable images to be reduced to the size needed for a Web page
17. Enable file size of the image be modified to the desired size of your Web sites (to meet acceptable download time limits)
18. Enable content to be searched within the WCMS
19. Provide functionality that allows for content to be published in a number of publishing modes, i.e. both manual, automated and semi-automated
20. Specify digital/ media asset management capabilities
21. Present state primary and general election results pages. See existing election results pages on <http://www.sos.nh.gov/>

A 1.0 Optional Absentee Ballot Tracking Tool

The State is optionally seeking an absentee ballot tracking tool that will allow a voter to select their jurisdiction, input their first name, last name, and date-of-birth as they exist in the statewide voter registration database along with identifying a captcha to receive a response indicating whether the statewide voter registration database has information as to the dates all absentee ballot requests for all future elections were received by the clerk from this voter, mailed to this voter, and an envelope purported to contain a ballot was received back by the clerk from this voter.

A 2.0 Optional Election Night Vote Tally Reporting & Export Mechanism

The State is optionally seeking an election night vote tally reporting tool that is envisioned to allow each city and town clerk to securely authenticate then input vote tallies for each candidate, including write-ins, for each race that appears on their jurisdiction's ballot. The WCMS would then be required to export this data into a yet-to-be-defined format for input into an election night vote accumulation software. There are 236 local election jurisdictions and approximately 311 polling places in New Hampshire.

Once an election official has successfully authenticated onto the website, a pre-formatted screen resembling their ballot would automatically appear where the system would accept numerical values for each candidate appearing thereon with subsequent screens that would allow for the input of write-in candidates whose subtotals would transfer to a write-in line that appears on the ballot within each predefined race.

Attachment A – Terms and Conditions

The following Terms and Conditions shall constitute the basis for any contract resulting from the RFP.

STATE OF NEW HAMPSHIRE
TERMS AND CONDITIONS

1 Parties and Signatures

1.1 State Agency Name: New Hampshire Department of State	1.2 State Agency Address: Department of State, Election Division State House, Room 204 107 North State Street Concord, New Hampshire 03301-4989
1.3 Contractor Name:	1.4 Contractor Address:
1.5 Price Limitation:	1.6 Completion Date:
1.7 Contracting Officer for State Agency: William M. Gardner Secretary of State	1.8 State Agency Telephone Number: (603) 271-3242
1.9 Contractor Signature	1.10 Name and Title of Contractor Signature:
1.11 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.10, or satisfactorily proven to be the person whose name is signed in block 1.9, and acknowledged that s/he executed this document in the capacity indicated in block 1.10.	
1.11.1 Signature of Notary Public or Justice of the Peace	
1.12 State Agency Signature(s):	1.12 Name and Title William M. Gardner, Secretary of State
1.13 Approved by Attorney General (Form, Substance, and Execution)	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 (the "State"), engages the Contractor identified in block 1.3 (the "Contractor") to perform, and the Contractor shall perform, that work or sale of goods or both, identified and more particularly described in Contract Exhibit A incorporated herein ("the Services").

3. EFFECTIVE DATE: COMPLETION OF SERVICES.

- 3.1 The Contract, and all obligations of the parties, shall become effective on the date the Secretary of State and other interested parties sign this Contract. (the "Effective Date").

4. CONDITIONAL NATURE OF CONTRACT.

Notwithstanding anything in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account in the event funds in the account identified for the Help America Vote Act in PAU 01-05-02-02, Object Class 90, are reduced or unavailable. State law requires that the Secretary of State shall not expend any monies in the election fund unless the balance in the fund following such expenditures shall be at least 20 times the estimated annual cost of maintaining the programs established to comply with the Help America Vote Act of 2002. Such programs include a requirement to complete the Statewide Voter Registration System.

Funds have been appropriated to the Election Fund sufficient to fund the state's initial obligation under this contract. It is anticipated that the appropriated funds are also sufficient to fund the ongoing maintenance required under the initial term and available as options under the provisions allowing extended periods of maintenance, however, should unforeseen changes in law occur, the State reserves the right, pursuant to this clause, to terminate future maintenance should funds no longer be available.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B of the Contract.
- 5.2 The payment by the State of the contract price shall be the only, and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and

the complete compensation to the Contractor for the services provided under the Contract. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.

5.4 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of set forth in section 1.5.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS:
EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. The Contractor shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.

6.2 During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, disability or national origin and will take affirmative action to prevent such discrimination.

6.3 This Contract is funded by monies of the United States, therefore, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

6.4 The Contractor shall comply with the provisions of NH RSA 15:1-a Prohibited Activities which reads:

I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.

II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these

purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

6.5 The Contractor will comply with Grant Assurances and Audit, Inspection, and Monitoring Requirements in RFP Attachment K.

7. PERSONNEL

7.1 The performance of the Contractor's obligations under the Contract shall be carried out by the Contractor. The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. The Contractor warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer or his/her successor shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default ("Events of Default"):

8.1.1 Failure to perform the services furnished under the Contract satisfactorily or on schedule; or

8.1.2 Failure to submit any report required by and in accordance with the Contract; or

8.1.3 Failure to perform any other covenant or condition of the Contract.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time by the State, thirty (30) days from the certified date of delivery of the notice; and if the Event of Default is not timely remedied, terminate the Contract, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and suspend and withhold all payments to be made under the Contract without work stoppage and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default;

8.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

8.3 If in the judgment of the State the Contractor's default is not so substantial as to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and Contractor shall reimburse the State for the reasonable cost of such services. Contractor must cooperate with the State and provide resources in any such efforts to cure the default.

8.4 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any one or more remedies shall not constitute a waiver of its right to pursue other available remedies.

8.5 The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price. This limitation shall not include the Contractor's indemnification obligations under section 18 hereunder and the following:

- (a) death, bodily injury or damage to real or personal property;
- (b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;
- (c) losses accruing to any and all Contractors, subcontractors, materialsmen, laborers or any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract;
- (d) personal injury;
- (e) disclosure of confidential information; and,
- (f) failure to meet any applicable statutes, regulations, codes or guidelines.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is

hereby reserved to the State. This covenant shall survive the termination of the Contract.

9. TERMINATION FOR CONVENIENCE

The State may, at its sole discretion terminate the Contract, in whole or part, by thirty (30) days notice to the Contractor. If this Contract is so terminated, the State is liable only for payments required by the terms of this Contract for Hardware, Software and Services for which the State has given its Acceptance.

During the thirty (30) day period, the Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services. If this Agreement is so terminated, the State shall be liable only for payment in accordance with the terms of the Contract for Services rendered prior to the effective date of termination.

In case of such termination for convenience, the State shall pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State.

10. TERMINATION FOR CONFLICT OF INTEREST

The State may terminate this Contract if there is a violation of applicable laws and regulations regarding ethics in public acquisitions and procurement and performance of contracts. If the Contract is terminated pursuant to a violation by the Contractor, the State may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

11. TERMINATION PROCEDURE

Upon termination of the Contract, the State, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the State any property, including Software and Non-software Deliverables, for such part of this Contract as has been completed.

After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a.) Stop work under this Contract on the date, and to the extent specified, in the notice;
- b.) Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- c.) Promptly, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the

extent required, which approval or ratification shall be final for the purpose of this Section;

- d.) Complete performance of such part of the Contract that has not been terminated by the State;
- e.) Take such action as the State directs, or as necessary to preserve and protect the property related to this Contract which is in the possession of the Contractor and in which the State has an interest;
- f.) Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- g.) Provide written certification to the State that the Contractor has surrendered to the State all said property.

12. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION

- 12.1 As used in the Contract, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Contract, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 12.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under the Contract, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Contract for any reason.
- 12.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

13. FORCE MAJEURE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

14. INFORMATION

13.1 In performing its obligations under the Contract, the Contractor may gain access to information of the State, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for Contractor's performance under the Contract.

13.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

13.3 Any disclosure of the State's information shall require prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

13.4 In the event of unauthorized use or disclosure of the State's information, the Contractor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

13.5 Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential or proprietary, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the

information on the date specified in the State's notice to the Contractor without any liability to the Contractor.

13.6 This section shall survive the termination of the Contract.

15. CHANGE OF OWNERSHIP.

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing the Contract under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the State, or immediately terminating the Contract.

16. CONTRACTOR'S RELATION TO THE STATE.

In the performance of the Contract the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

17. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.

17.1 Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. The State reserves the right to require that the Contractor submit for the State's prior approval all contractual and other relevant documentation relating to the subcontractor's performance of obligations required under the Contract and to include terms consistent with the terms and conditions of this Contract as deemed necessary and appropriate by the State. Any attempted transfer, assignment, delegation or other transfer made without the State's prior written consent shall be null and void.

17.3 Any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State that may arise from any breach of the provisions of the Contract or warranties made in the Contract. The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether subcontractors, assignees, delegates or other transferees are used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

18. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted

against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

This covenant shall survive the termination of the Contract.

19. INSURANCE AND BOND.

19.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

19.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

19.2 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

20. WAIVER OF BREACH.

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of giving notice of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

21. NOTICE.

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CONTRACTOR:

[Name]
[Address]
[City,Town][zip]
[telephone number]

TO STATE:

State of New Hampshire
Department of State
State House, Room 204
Concord NH 03301-4989
(603) 271-8238

22. AMENDMENT.

The Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Secretary of State of the State of New Hampshire.

23. CONSTRUCTION OF CONTRACT AND TERMS.

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

24. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

25. HEADINGS.

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

26. ENTIRE CONTRACT.

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

Attachment B – Contract Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(Title)

And the duly authorized representative of

(Business)

And that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation, LLC or non-profit registered in accordance with the Revised Statutes Annotated of New Hampshire, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the New Hampshire Secretary of States Office, and that the name and address of its resident agent filed with the Secretary of State's Office is:

Name:

Address:

As a condition of contract award, the Vendor must furnish a Certificate of Authority or Certificate of Good Standing dated after February 1, 2010, from the Office of the Secretary of State of New Hampshire. If the Vendor's company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If Vendor's company is registered, a certification thereof may be obtained from the Secretary of State.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____
Signature

(Authorized Representative and Affidavit)

Attachment C – Letter of Intent

INDICATIVE LETTER OF INTENT

Vendor: _____

This constitutes an indicative letter of intent on the part of the above-listed Vendor to respond to this Request for Proposals.

Please return this form by mail, facsimile or email no later than March 10, 2010 advising whether or not you plan to submit a proposal.

Mail to: Anthony Stevens
Procurement Officer
State House Room 204
107 North Main Street
Concord, NH 03301

Email: NHVotes@sos.nh.us
Telephone: (603) 271-8238
Facsimile: (603) 271-8242

Please indicate:

_____ Yes, we intend to submit a proposal.

_____ No, we will do not intend to submit a proposal.

Please reserve the following date for our **Solution Demonstration and Oral Presentation** (Please see Section 1.4 Schedule of Events.): _____ or _____ or _____

_____	First Choice	Second Choice	Third
Choice			

Signature

Title

Attachment D - Pricing Worksheets

A Vendor's Implementation Cost Proposal must be based on the worksheets formatted as described in this attachment. Long-term costs will be estimated from information provided throughout the Proposal.

D 1.0 Activities/Deliverables/Milestones Pricing Worksheet

The Vendor must include the Firm Fixed Price (FFP) for WCM base product software and services for Phase 1. The following format must be used to provide this information. A fixed price must be provided for each activity, deliverable, and milestone herein.

Table D 1.0–1: Activities/Deliverables/Milestones Pricing Worksheet for Phase I

Activity, Deliverable or Milestone	Deliverable Type	Delivery Date	Percent of Total	Payment Amount	Cumulative Amount
Initiation Phase					
Contract Execution & Project Work Plan	Written	07/02/10	25%	\$0.00	\$0.00
Testing of Base Product & Elections					
Completion of testing of base product and State Primary and General Election results reporting	Written/ Software	MM/DD/YY	40%	\$0.00	\$0.00
Base Product & Elections Implementation					
Implementation of base product and State Primary and General Election results reporting, with training and documentation	Written/ Software	07/31/10	25%		
Hold Back			10%		
Phase 1 Total			100%		

D 2.0 Proposed Position – Initial Contract Term Vendor Rates Worksheet

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by Vendor staff. Include hours and rates for all staff that will hold the title on the Vendor project team through initial contract completion.

Table D 2.0–1: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Number of Staff	Hours	Hourly Rate	Subtotal (Hours X Rate)
Project Manager				
Position #1				
Position #2				

D 3.0 Proposed Vendor Staff and Resource Hours Worksheet

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the project, covering areas such as contract management, technical training, and technical support. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase and hours and should be designated as on or off site.

Table D 3.0–1: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Location	Phase					Total
			Initiation	Configuration	Pilot	Implementation	Control & Close Out	
Project Manager		On Site						
		Off Site						
Position 1		On Site						
		Off Site						
Position 2		On Site						
		Off Site						
Position 3		On Site						
		Off Site						
Total		On Site						
		Off Site						

D 4.0 Future Vendor Rates Worksheet

The State may request additional services from the selected Vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. "SFY" refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table D 4.0-1: Future Vendor Rates Worksheet

Position Title	SFY 2012	SFY 2013	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2017
Project Manager							
Position #1							
Position #2							
Position #3							

D 5.0 Licensing, Maintenance & Support Pricing Worksheet

For software licensing, maintenance, and support costs, complete a worksheet based on the following model. All costs must be included in the table.

Table D 5.0-1: Software Licensing, Maintenance, and Support Pricing Worksheet

Function	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)					
		Year					
		1-2	3-4	5-6	7-8	9-10	Total:
Mandatory Functions – Prices Required							
Hardware and software patches and fixes							
Upgrades and New Releases of Software							
Software maintenance and support							
Other							

D 6.0 Optional Software and Services Worksheet

The Vendor should enter costs for the following two options described in Exhibit A, Statement of Work.

Table D 6.0–1 Optional Software and Services Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Delivery Date	Percent of Total	Payment Amount	Cumulative Amount
Cost of Absentee Ballot Tracking	Software/ Hardware	MM/DD/YY	100%	\$0.00	\$0.00
Cost of Reporting	Software/ Hardware	MM/DD/YY	100%	\$0.00	\$0.00

Attachment E - Town/City/Places Organized for Voting

Town/City/Places Table

Table 1 identifies the two hundred thirty-six (236) local New Hampshire voting jurisdictions.

Table 1 (Part 1)

Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters
Acworth	474	Canterbury	1,510	Ellsworth	60	Hebron	386
Albany	365	Carroll	449	Enfield	2,123	Henniker	2,466
Alexandria	783	Center Harbor	720	Epping	3,628	Hill	516
Allenstown	1,859	Charlestown	2,958	Epsom	2,268	Hillsborough	2,511
Alstead	1,111	Chatham	186	Errol	225	Hinsdale	1,738
Alton	2,855	Chester	2,141	Exeter	7,841	Holderness	1,264
Amherst	6,494	Chesterfield	1,982	Farmington	2,718	Hollis	4,310
Andover	1,272	Chichester	1,361	Fitzwilliam	1,319	Hooksett	6,178
Antrim	1,258	Claremont	6,051	Francestown	981	Hopkinton	3,642
Ashland	1,007	Clarksville	167	Franconia	757	Hudson	10,492
Atkinson	4,488	Colebrook	1,315	Franklin	3,465	Jackson	722
Auburn	2,706	Columbia	288	Freedom	1,059	Jaffrey	2,720
Barnstead	2,324	Concord	19,913	Fremont	1,948	Jefferson	554
Barrington	3,956	Conway	5,074	Gilford	4,564	Keene	12,025
Bartlett	1,929	Cornish	1,004	Gilmanton	1,824	Kensington	1,412
Bath	504	Croydon	365	Gilsum	400	Kingston	3,304
Bedford	12,451	Dalton	522	Goffstown	8,642	Laconia	7,044
Belmont	3,106	Danbury	647	Gorham	1,620	Lancaster	1,780
Bennington	757	Danville	2,080	Goshen	421	Landaff	221
Benton	172	Deerfield	2,726	Grafton	703	Langdon	401
Berlin	3,583	Deering	881	Grantham	1,752	Lebanon	6,120
Bethlehem	1,319	Derry	13,975	Greenfield	731	Lee	2,362
Boscawen	1,513	Dixville	22	Greenland	1,834	Lempster	515
Bow	4,548	Dorchester	211	Greenville	877	Lincoln	892
Bradford	1,055	Dover	14,356	Groton	281	Lisbon	690
Brentwood	1,719	Dublin	1,067	Hampstead	5,358	Litchfield	3,848
Bridgewater	700	Dummer	204	Hampton	9,505	Littleton	2,957
Bristol	1,578	Dunbarton	1,552	Hampton Falls	1,338	Londonderry	12,040
Brookfield	399	Durham	6,305	Hancock	1,215	Loudon	2,552
Brookline	2,365	East Kingston	1,104	Hanover	5,549	Lyman	284
Campton	1,434	Easton	177	Harrisville	674	Lyme	1,067
Canaan	1,696	Eaton	243	Hart's Location	29	Lyndeborough	1,049

Table 1 (Part 2)

Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters
Madison	1,296	Newmarket	4,576	Rollinsford	1,428	Temple	730
Manchester	46,070	Newport	2,697	Roxbury	149	Surry	433
Marlborough	1,080	Newton	2,490	Rumney	922	Sutton	1,109
Marlow	484	North Hampton	3,732	Rye	4,130	Thornton	1,267
Mason	678	Northfield	1,993	Salem	13,273	Tilton	1,633
Meredith	3,303	Northumberland	1,213	Salisbury	583	Troy	1,015
Merrimack	14,290	Northwood	1,979	Sanbornton	1,637	Tuftsboro	1,606
Middleton	660	Nottingham	2,247	Sandown	2,509	Unity	691
Milan	737	Orange	172	Sandwich	995	Wakefield	2,372
Milford	8,097	Orford	719	Seabrook	4,732	Walpole	2,086
Millsfield	15	Ossipee	2,605	Sharon	220	Warner	1,630
Milton	1,952	Pelham	6,335	Shelburne	251	Warren	493
Monroe	511	Pembroke	3,549	Somersworth	5,321	Washington	578
Mont Vernon	1,311	Peterborough	3,685	South Hampton	551	Waterville Valley	184
Moultonborough	3,117	Piermont	466	Springfield	649	Weare	4,045
Nashua	38,609	Pittsburg	563	Stark	297	Webster	949
Nelson	473	Pittsfield	2,106	Stewartstown	455	Wentworth	585
New Boston	2,595	Plainfield	1,325	Stoddard	592	Westmoreland	940
New Castle	915	Plaistow	4,808	Strafford	2,130	Whitefield	1,145
New Durham	1,335	Plymouth	2,864	Stratford	348	Wilmot	776
New Hampton	1,113	Portsmouth	12,562	Stratham	4,748	Wilton	2,099
New Ipswich	2,244	Randolph	260	Sugar Hill	427	Winchester	1,735
New London	2,691	Raymond	4,570	Sullivan	358	Windham	6,696
Newbury	1,221	Richmond	628	Sunapee	2,243	Windsor	121
Newfields	916	Rindge	869	Swanzey	3,338	Wolfeboro	4,479
Newington	566	Rochester	13,125	Tamworth	1,564	Woodstock	670

Attachment F - General Standards and Requirements

IT Required Work Procedures

1. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
2. Vendor must agree to provide an “equal or better” replacement for any personnel working on the solution who leave employment of the Vendor during the course of the contract. Vendor must make prospective replacements available to be interviewed by the State prior to the project assignment.
3. Vendor and its employees assigned to this project must sign a “Computer Access and Use Agreement.” See below.
4. The State may require a detailed background check on any individual assigned to the project, as this project may involve confidential or sensitive information.
5. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO IF YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE’S COMPUTER FACILITIES.

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter “Information”), the Vendor understands and agrees to the following rules:

- That at all times utmost care shall be used in protecting Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That access by any person or any use not specifically known by the Vendor as being authorized to access or use Information must be promptly reported to the chief information officer.
- That Information shall be used solely for the purpose of conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, commercial or other private use.

- That at no time shall Vendor access or attempt to access any Information without having the express authority to do so.
- That at no time shall Vendor access or attempt to access any Information in a manner inconsistent with the approved method of system entry.
- Use of Vendor's or a third party's equipment or software at State facilities is strictly forbidden unless prior written approval has been obtained from the CIO, and in the case of software, a virus scan has been performed by the CIO.
- That at no time shall Vendor's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall Vendor share or use another person's confidential computer password(s) or premises access card.
- That at no time shall Vendor leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That Vendor must report any and all violations of this Agreement to the CIO promptly upon learning of such violation.
- That if Vendor is found to be in violation of any of the above-stated rules, the Vendor may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The Vendor will be notified in writing of any changes and will be required to adhere to such changes.
- That the Vendor acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

Attachment G - Audit, Inspection and Monitoring

The Vendor shall permit the State or any other duly authorized governmental agent or agency, to monitor all activities conducted by the Vendor pursuant to the terms of this Contract. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, onsite checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that does not interfere unreasonably with the work of the Vendor.

The Vendor authorizes the State to perform audits or inspections of Vendor's records related to the Contract at any reasonable time during the term of this Contract and for a period of five (5) years following the termination of this Contract.

The Vendor will work closely with any State quality assurance vendor or staff. The Vendor shall reasonably integrate any State quality assurance vendor or staff into the project team and involve any State quality assurance vendor or staff in project activities including the generation of deliverable expectations documents, review and feedback related to Deliverables, requirements tracking, risk management, status meetings, design sessions, issue resolution, project metrics reviews, Work Plan reviews, and change control. The Vendor shall permit any State vendor or staff to participate as an active team member, providing input and communicating early and often with the Vendor's project team.

The Vendor shall permit the State, Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Vendor's records related to the Contract. The Vendor shall also permit these same described entities to monitor all activities conducted by the contract conducted by the Vendor pursuant to the terms of this Contract, including, but not limited to, the right to inspect the development of the software. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses on-site check, or any other reasonable procedure.

No Party shall be responsible for any taxes, fees or any other liabilities imposed upon any other Party as a result of such audits and inspections. Both Parties shall use reasonable efforts to minimize the number and duration of such audits or inspections conducted and to conduct such audits and inspections in a manner that will minimize the disruption to the other Party's business operations. The Party requesting an audit shall be responsible for the costs associated with the audit review.

Attachment H - Topics Requiring Narrative Response

System Evaluation Topics

Vendors should use this Attachment to discuss the ability of the proposed solution (voting system) to address system capabilities.

1.0 Technical Specifications

H 1.1 Software Installation and Maintenance

NH SOS maintains some its own systems. A typical system deployment includes a development (DEV) instance, a system integration testing instance (SIT), a user acceptance testing instance (UAT), and production instance (PROD). PROD is always on separate hardware from other environments. DEV and SIT may be on the same hardware and located at the Vendor's site. UAT is usually on separate hardware at the state. The State envisions using the equipment purchased to satisfy production requirements as the UAT environment until the product is deployed, tested and fully functional to be made available to the general public, at which time the UAT environment becomes the production environment, as the UAT environment is no longer needed.

- a. The system **MUST** be installed and updated by State personnel on State-owned hardware located in State data centers.
- b. Describe the installation and update procedures, including:
 - i. Whether root privileges are required
 - ii. The process for notifying the State of new releases/updates
 - iii. The version/release support strategy, including:
 1. Major and minor version release frequencies.
 2. How system bug fix patches are made available (individually or as a service pack).
 3. The strategy for rolling out future releases.
 4. The strategy for determining functionality in future releases.
- c. Specify the recommended and minimum memory, number of CPUs, and disk space for the proposed server hardware.
- d. Describe your system's capability to support local modifications to updates.
 - i. Do you provide APIs?
- e. Provide a summary of known outstanding bugs associated with the current software version.
- f. Specify whether, and how, we can install a test instance of the WCMS on State servers during the pre-award period.

H 1.2 Testing, Staging and Deployment

Follow industry best practices for management of production services.

- a. Describe how the system supports off-line archive environments.
- b. Describe how the system supports divergent departmental implementations, and the tools provided to support deployment of content to such.

H 1.3 Mirroring and Backup

The state currently uses the services of the Department of Information Technology to back up their servers at the Data Center.

- a. Describe the system backup process, and any special utilities required.

The system **SHOULD** be capable of supporting mirrored sites (e.g. storage and backup of content on multiple servers) for disaster recovery purposes. Describe a recommended configuration.

H 1.4 System Integration

H 1.4.1 Authentication / Authorization

The State requires individual user authentication on to this device separate and distinct from their internal core production environment.

- a. The WCMS must support user authentication capability for external access to specific web functionality,
- b. The system should not require operating system user accounts for end users.
- c. The system must not have a dependency on specific user accounts (ex. 'admin').
- d. User Authentication credentials should not be stored or transmitted in an unencrypted form. Describe the protocols used to encrypt communication with external systems.
- e. Describe how the WCMS supports local authentication for users who do not have a State enterprise directory account.
- f. Specify whether, once authenticated, users have single sign-on access to all of the system's component parts (i.e., they should not have to re-authenticate during that session).
- g. Specify if your solution requires hard-coded usernames and passwords in scripts, macros or functions for logging into internal or external resources, and explain where this is used.

H 1.4.2 User Management and Security

- a. Which permissions and privileges are assigned to users using the WCMS? How does the WCMS support the editorial process, including support for workflow (if needed)?
- b. Role Management. How does the WCMS provide access control, permission control, and how does it define roles for the content contributors?
- c. Does the WCMS provide "out-of-the-box" roles (with predefined permissions and tasks set)?
- d. Directories/Folders. How do you manage the creation of directories/folders? Is this done by the WCMS Administrator or can it be assigned to other editors/ power users?
- e. Directory Services. Does the tool integrate with the directory services, or provide support for LDAP integration such that user and group profiles and access control permissions are respected?
- f. Repository Reports. Does the WCMS provide full audit trail reporting on all changes to content?
- g. Can the WCMS identify which user modified certain content and when?

H 1.4.3 Publishing

- a. The WCMS SHOULD be capable of operating with primary storage on a NAS (Network Attached Storage) and/or SAN (Storage Area Network).
- b. Can the WCMS publish documents to a remote file system or server using a standard (non-proprietary) encrypted communication channel (ex. WebDAV/SSL, SFTP, etc.)?

H 1.5 Authentication

The State envisions having up to 5 system users, 10 direct content providers, and 300 external clerks to access private pages on the WCMS.

- a. Describe how the system will support up to 5 system users.
- b. Describe how the system will support up to 10 direct content providers.
- c. Describe how the system will support 300 external clerks entering data on pre-formatted web pages.

H 1.6 Performance and Reliability / Business Continuity

System performance is an important factor in the acceptance and support of the WCMS. It must scale as the number of documents and applications increase. This is particularly important when the WCMS serves content directly to the end user.

The State operates, in effect, as a campus for the 5,000+ election officials around the state, where users access central systems from any place at any time. Central systems are expected to be available twenty-four hours a day, seven days a week 365 days a year (24x7x365).

H 1.6.1 Performance

- a. Describe how performance degrades as the number of content objects increases by orders of magnitude.
- b. Describe how performance degrades as the number of concurrent WCMS users increases by orders of magnitude.
- c. If the WCMS serves content to the website visitor (either directly, or as a service of the front-end server), describe how performance degrades as the number of concurrent website hits increases by orders of magnitude.
- d. Describe the system architecture, software, and hardware requirements for scaling the system to meet increasing loads.

H 1.6.2 Reliability

- a. Describe how published content can be updated in the event the WCMS is down.
- b. Describe possible single points of failure within the system.
- c. Describe the system's track record for reliability and stability.

H 1.7 Monitoring

- a. Describe the system's capabilities of providing alerts for failures.
- b. Describe how the system logs errors, and what error information is documented.
- c. Describe any monitoring tools or plug-ins that exist to monitor the system.
- d. Describe how the system monitors status.

H 2.0 Site Design and Template Management

H 2.1 Data Input

- a. The system **MUST** support the customization of data entry forms used by content contributors.
- b. Describe what entry form controls are available.
 - i. How distributed can controls be?
- c. Describe how the entry forms are customized, and how granular the customization options are.
- d. Specify how many customized data fields can be added.
- e. Describe how the data from the entry forms are stored in the system.
- f. Describe available mechanisms for importing a website's entire template infrastructure.
- g. Specify whether the system recognizes Dreamweaver template tags.

H 2.2 Graphic User Interface

- a. Outline the different ways content authors can enter content.
 - i. Through a browser interface?
 - ii. Through popular desktop publishing tools such as Word?
 - iii. By navigating through the Web site and updating content directly (WYSIWYG or "in-context" editing)?
 - iv. Through popular graphic design tools such as Adobe InDesign/ QuarkXpress?
- b. Are downloads or plug-ins such as ActiveX required to enter content?

H 2.3 Data Output

- a. The templates **SHOULD** support the standards based development of web pages and other documents in HTML, XHTML, CSS, Javascript, XML, and XSLT.
 - i. Please specify other open standards that the templates may support.
- b. The system **MUST** support the creation of reusable page components for headers, footers, navigation, RSS feeds, etc.
 - ii. Please specify how reusable page components are created within the system.
- c. Pages, documents, and other files **SHOULD** remain attached to the templates and page components after they are generated, so that they can be automatically updated when templates/components are changed.
- d. The system **SHOULD** support the use of standard server side scripting languages in templates and page components.
 - iii. Describe the scripting languages supported by the system.
- e. The output of the system's built-in WYSIWYG editor **SHOULD** be XML/XHTML strict compatible. (see VI.C.3)
- f. Templates **SHOULD** use well-formed valid XML.
 - iv. Please specify what mark up or scripting is required to make templates within the system.
- g. Specify how the system natively supports the creation of an unlimited number of templates controlling the output of content in multiple formats, including text only, HTML, XHTML, XML, RSS, PDF, DOC, and web-enabled formats for cell phones and PDAs.
- h. Specify any code generated by the system that developers cannot control.

- i. Describe how the system supports batch publication of content simultaneously so that changes do not have to be published on an item by item basis.
- j. Specify how the system supports the creation of templates for output in multiple languages (see section VI.D.6.a. Multilingual).
- k. Specify whether the system includes a built-in RSS reader.

H 3.0 Asset Management

H 3.1 System Compatibility

- a. The WCMS **MUST** use a web browser-based client, with similar formatting, performance, and functionality across the Microsoft Windows and Apple (OS 10.3 and later) platforms.
- b. Which platforms do you support?
- c. The system **SHOULD NOT** require any non-browser client-side software.
- d. Describe how the WCMS provides for similar formatting, performance, and functionality across these browsers:
 - v. Windows: IE 6.x and above, Mozilla Firefox 1.x and above, Netscape 7.x and above.
 - vi. Mac: Mozilla Firefox 1.x and above, Safari 1.x and above.
 - vii. Linux: Mozilla Firefox 1.x and above.
- e. Describe specific functions not supported on specific browsers and systems.

H 3.2 Workflow

- a. Specify how the system supports decentralized workflow customization on the basis of sub-domains, workgroups, file system directories, and individual pieces of content.
 - i. Does the WCMS have “check-in/check-out” capability? (Is content locked while being edited?)
 - ii. Can website managers be notified via email or another mechanism that drafts are awaiting review?
 - iii. Can website managers determine the state of drafts and who should be reviewing them?
 - iv. Can website managers be notified if drafts have not been published after a specific period of time (day, week, other)?
 - v. Can pages be previewed before they are published?
 - vi. Can rules defined in workflows be changed?
 - vii. Do workflow processes have a defined owner/
- b. Specify whether authors are able to:
 - i. Edit a page directly by clicking on a link on the published website.
 - ii. Visually compare two different versions of a page in web browser view.
 - iii. Save content and continue editing without having to exit and reenter the text editor, regardless of the view.
 - iv. Create/edit a page, and then save his or her work for later access to continue editing, without the need to publish the file or send it for review.
 - v. Upload a document to production at the same time a page is submitted (if the WCMS end user is authorized to do so).
 - vi. View tasks assigned to an author or role.

- vii. Sort tasks.
- viii. See the status of a task in the workflow process: e.g. overdue, awaiting approval, ready to be published
- ix. Managers should be able to see task status for all content contributors
- x. Add comments to tasks.
- c. Do workflow processes have a defined owner?
- d. Are notifications and alerts delivered via email as a minimum?
- e. Does the system provide automated and manual delegation of workflow tasks?
- f. Does the system provide dynamic routing based on conditional rules (such as the nature of the content change, which user, or group is making the change etc)?
- g. Can rules defined in workflows be changed? If so, how easy is it to change them, and can end users do this?
- h. Can implementers make modifications on a workflow depending on the Web site the content is for?

H 3.3 WYSIWYG Editing

- a. The system **SHOULD** allow users to edit content in both WYSIWYG and HTML modes.
- b. Specify whether the system supports the customization or restriction of text formatting options for the WYSIWYG editor.
- c. Describe how the WCMS handles copying and pasting code and formatted text from other applications (such as Microsoft Office applications), and whether the system employs methods that preserve formatting and special characters.
- d. Specify whether the WYSIWYG editor can be configured or customized to require entry of ALT attributes for images.
- e. Specify whether the system makes commonly used functions accessible via shortcut buttons and menu options, and describe those functions.
- f. Describe any wizards available within the WYSIWYG editor.

H 3.4 Content Creation and Editing

- a. The system **SHOULD** associate each page of the website with a contact/owner who is identified by name and email address.
- b. When a page is altered in any instance, the system **MUST** capture the date and time of last edit, and who made the edit. Specify whether and how this data can be automatically stamped on the page.
- c. Specify whether the WCMS provides an interface for the creation of online web forms. Describe the interface's ability to specify form validation as well as data capture of submitted form values both into email as well as a database.
- d. Describe how the WCMS handles changing ownership of a page when someone leaves the NHSOS, or changes jobs within the organization, or passes ownership to another person.
- e. Specify whether the WCMS accommodates special characters, including smart quotes, and diacritics.
- f. Specify whether the WCMS can require the author to manually certify that content has been reviewed against publication standards (accessibility, security, etc.) as set by the state to assess content quality and usefulness.

- g. Describe how the WCMS allows authors to create temporary redirects for the purpose of generating “marketing friendly URLs.
- h. The solution should provide functionality that provides the contributing user with ‘in-place’ editing and/or preview type functionality. For example, once the user has selected a template and entered their content, they should be able to preview the results of their contribution in a virtual (i.e. a simulated view) of how it would appear in the context of the production instance of the site (before they submit it into the publishing approval process).

H 3.5 Content Quality Checks

- a. The WCMS SHOULD include a utility for checking link integrity and generating “dead link reports” on a scheduled basis, or as an alternative, specify third-party link-checking utilities that may be integrated.
 - i. Can link-check reports be automatically emailed to the appropriate website manager(s)?
- b. The WCMS SHOULD have content quality checks in place for:
 - ii. Spelling
 - 1. Does the spell checker have a customizable dictionary?
 - 2. Does the WYSIWYG editor include an in-line spell checker?
 - iii. Grammar
 - iv. Section 508 compliance
- c. Specify whether the WCMS automatically checks pages for W3C/508 standards compliance, and/or has an automatic HTML clean-up utility. (See Accessibility requirements for more information.)

H 3.6 Content Inventory and Tracking

- a. Describe the types of reports web managers are able to schedule, generate and receive for pages within the manager’s purview, such as:
 - v. Site map for a web area.
 - vi. Page name/location.
 - vii. Page owner (and highlight those with no owner).
 - viii. History of ownership.
 - ix. Page timestamp (and highlight those pages not touched with a certain time, such as month, 3 months, 6 months, year, etc.).
 - x. Broken links.
 - xi. Orphaned pages.
 - xii. Asset summaries or abstracts so you can tell what it is without having to view the page directly.
- b. Specify whether users are able to track pages at a high level that are published/managed outside the WCMS environment, particularly non-HTML documents such as PDF, Word or PPT files which may be linked from the website and need the same oversight as HTML pages.
- c. Does the WCMS provide full audit trail reporting on all changes to content?
- d. Can the WCMS identify which user modified certain content and when?

H 3.7 Content Structure

- a. Can content be structured into content elements/ fields/ classes? –
- b. Can they be modified?

- e. Can content be structured through W3C compliant XML & Schemas?
- f. Is there support for nested schemas?
- g. Can functional or business users create new and change existing content types using a GUI?

H 4.0 Content Issues

H 4.1 Importing Content

- a. Describe the tools you make available for importing existing content.
- b. Describe how existing websites can be migrated to the WCMS.
- c. Explain how content and images can be migrated from existing sites into the WCMS

Explain how content can be imported into the WCMS

H 4.2 Quality Management

- a. To ensure consistent messaging, comply with rules and regulations and to protect your brand values, it is important for us that the WCMS supports the content creation and management process.
- b. Does the WCMS provide the ability to set authoring rules, terminology lists and style guide rules?
- c. Does the WCMS automatically give feedback to the author during content editing on the compliance or noncompliance with the rules mentioned above?

H 4.4 Metadata

- a. The WCMS should capture content metadata. Specify the standard metadata that is captured, and how it is managed.
- b. Describe the system's ability to display an entire website's sitemap or partial sitemap (i.e., from a particular node of the site and a user-defined number of layers below).
- c. Describe the system's support for creating custom metadata fields in addition to the system's default metadata fields.
 - xiii. Can administrators establish predefined vocabularies and various element restrictions?
- d. Specify whether the WCMS has an internal search function that allows authors and managers to search webpages and metadata.
- e. Does the content management solution provide the ability to alter all metadata fields (especially keywords and description) and titles, with having to manually update the HTML file? How do you support this?

H 4.5 Content Repository

H 4.5.1 Content Repository – General

- a. The WCMS SHOULD facilitate the creation and management of content in a central content repository, to be shared across multiple domains and sub-domains.
- b. Describe the system's central content repository infrastructure. Please provide details pertaining to:
 - i. User access and restrictions.
 - ii. How objects are organized and distinguished from one another.
 - iii. Whether the repository can be used as the central and definitive content source (e.g. a central image repository, metadata

- element value repository and other digital assets that can be reused).
 - iv. Whether the repository can manage content objects which are stored in external repositories or systems.
- c. Describe how the content repository supports distribution of varied content types. Several sites may share the same data. A central file repository will contain shared assets such as (but not limited to):
 - i. Images.
 - ii. Logos.
 - iii. General and/or section-specific news content and calendars.
 - iv. Meetings and special events.
 - v. Class information (course and description, schedule, requirements/pre-reqs, section information).
 - vi. Enterprise search module.
 - vii. Staff contact information and profiles.
 - viii. Various permission forms (such as FERPA).
 - ix. Policy documents.
 - x. Privacy policy statements.
- d. Each shared asset **SHOULD** be associated with a contributor that is responsible for that particular content item.
- e. Describe how the WCMS allows website managers to include shared assets on their web pages, and whether they can monitor changes to those assets.

H 4.5.2 Supported File Formats

- a. The content repository **SHOULD** be able to store and support multiple file formats for capture, registration (check-in), classification, attachment to workflows, editing, printing and managing as records, such as MSOffice formats, XML, HTML, Adobe formats, various image and multimedia formats, etc.
- b. Specify supported compression methods.
- c. Specify additional supported formats.
- d. Specify other multi-media handling capabilities (video, audio, etc).
- e. Specify your approach to electronic content format upgrades. How will evolving content formats be managed, and what method is used for preserving access to original formats?
- f. Specify the level of backwards compatibility support on previous application versions, for all content types listed.

H 4.6 Multiple Formats

- a. Web content is being consumed on more devices and in more formats now than in the past – including RSS readers, cell phones, tablets, and PDAs.
- b. Describe how the system supports the publication of content into multiple formats including:
 - i. Text only.
 - ii. HTML.
 - iii. XHTML.
 - iv. PDF.
 - v. Microsoft Office document formats.
- c. Specify whether, and how, the WCMS supports the delivery of content to web-enabled devices.

Describe how the WCMS supports output of content as XML, to allow for publication in other media (such as print publications).

H 4.7 Content Distribution

- a. Specify how website managers are able to define, create, and manage content feeds for their content via an RSS system (Really Simple Syndication system), a web feed format.)
- b. Specify whether RSS/XML feeds are W3C standards compliant.

Describe any per-feed customization features that may be contained within the system's RSS/XML functionality.

H 4.8 Multilingual

Describe whether your WCMS provides multilingual capabilities, and if so, what languages are supported.

H 4.9 Friendly URLs

- a. The WCMS-SHOULD generate or provide the user the ability to create human-readable and search-engine-friendly URLs for published content. Describe how the system accomplishes this.

Specify whether the WCMS provides permanent links to documents that remain available, but move within a site.

H 4.10 Image Management

- a. Can an image be reduced to the size needed for a Web page?
- b. Can the file size of the image be modified to the desired size of your Web sites (to meet acceptable download time limits)?
- c. Can metadata be added (e.g. description field/element) to an image for searching and personalization?

H 4.11 Brand Control

- a. Does the system utilize a template-based approach to content creation and modification to ensure that branding and presentation style consistency can be easily maintained?
- b. Can the templates be divided into look & feel (branding) and functions? Please explain.

H 4.12 Business Logic

- a. Does the solution ensure conformity with presentation standards? Does the system provide rules that check for:
 - i. Mandatory content in defined parts of the template?
 - ii. Spell checking and grammar checking?
 - iii. Inclusion of image and/ or attached content where required, from predefined content files types (i.e. GIF, JPG, PDF, etc)?
 - iv. File size limits (for example a limit of 30Kb file size for HTML pages, including images to allow fast download of pages)
- b. How do you support this?

How does your application help users in adhering to the defined business rules (checking and reporting)?

H 4.13 Page Layout Management

- a. What is the product's level of support for page layout management and assembly?
- b. Can users add and organize components without modifying templates?

H 4.14 Accessibility

State of New Hampshire Accessibility Standard

The procurement, development, and/or maintenance of information technology and user support services for persons with disabilities will be aligned with accessibility standards specified in Section 508 of the Rehabilitation Act and "Web Content Accessibility Guidelines" from the World Wide Web Consortium (W3C). The WCMS SHOULD comply with the following State Standards and Policy dated November 24, 2008, established by the New Hampshire Department of Information Technology:

<http://www.nh.gov/doit/internet/standards/documents/WebsiteAccessibilityStandard.pdf>

<http://www.nh.gov/doit/internet/standards/documents/WbsiteAccessibilityPolicy.pdf>

H 4.15 WCMS administrative tools / dashboard

- a. For every visual or non-text element there SHOULD be a text equivalent.
- b. System input interactions SHOULD have the ability to be completed with both keyboard and mouse.
- c. Font sizes SHOULD be adjustable. Describe how this may be accomplished.
- d. The WCMS SHOULD avoid using frames or provide meaningful names and titles for all frames.
- e. Form fields SHOULD be in a logical tab order, and appropriately labeled for screen reading.
- f. All data tables SHOULD explicitly identify headings for all columns and rows.
- g. The system SHOULD notify users of time limits for a session and provide the ability to extend if needed. Describe this functionality.
- h. Information and functions SHOULD NOT be conveyed with color only.
- i. Describe how you are planning to incorporate WCAG 2.0 guidelines.

H 4.16 Output (production website)

- a. Describe how the WCMS supports the creation of pages that are W3C/508 compliant in the following ways:
 - i. Font sizes are adjustable.
 - ii. Significant interactions have the ability to be completed with both keyboard and mouse.
 - iii. Form fields are in a logical tab order, and appropriately labeled for screen reading.
 - iv. Provide a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content) is required.
 - v. Equivalent alternatives for any multimedia presentation SHOULD be synchronized with the presentation. Images include ALT text.

- vi. Web page design requires that all information conveyed with color is also available without color - from context or markup, for example.
- vii. Server-side image maps require redundant text links for each active region.
- viii. Providing client-side image maps instead of server-side image maps is required except in situations where the regions cannot be defined with an available geometric shape.
- ix. Row and column headers for data tables SHOULD be identified.
- x. Associate data and header cells for data tables that have two or more logical levels of row or column headers must utilize markup.
- xi. Frame identification and navigation will be facilitated with titled frames.
- xii. Design of pages SHOULD avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz (between 2Hz and 55Hz).
- xiii. If a web site cannot comply with the provisions of these standards, utilize a text-only page with equivalent information or functionality to make a site in compliance. Updating the content of the text-only page must occur whenever the primary page changes.
- xiv. When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script will identify with functional text that assistive technology can read.
- xv. When a page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with the provisions of this standard.
- xvi. Electronic forms designed for completion on-line SHOULD allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- xvii. Providing a method that permits users to skip repetitive navigation links is required.
- xviii. When a timed response is required, the user receives a signal/alert and the sufficient time allocated to the user to indicate more time is required.

H 4.17 Interactivity

- a. It is important to make the content on the web site persuasive so that Web visitors interact with the site. Is there:
 - i. RSS and other syndication?
 - ii. Polling and other feedback from Web site visitors?
 - b. Describe the personalization features and functionality for site users.
Examples:
 - c. Is there support for implicit personalization?*
- * Content personalized by gathering implicit information about your visitors by tracking clicking behavior and using statistics applications.

- d. Is there support for "personas" (groups of users - examples: business managers vs. technical users; French speakers vs. Spanish, customers vs. prospects etc.)?
- e. Can content be personalized using business rules? Example: if visitor name is known via a cookie or retrieved from database, their name is automatically displayed on the page.

H 4.18 Personalization

How does the WCM provide support for one-to-many personalization (or customization)?

H 4.19 Forms and Surveys

- a. Can the solution be used to develop forms and surveys without the necessity to develop code?
- b. Can the WCMS easily localize online forms for country Web sites?

H 5.0 Security and Audit

H 5.1 Security

H 5.1.1 Security Requirements

- a. Cryptographic controls employed by the system SHOULD use published, internationally recognized algorithms.
- b. Passwords in the system SHOULD NOT be stored, transmitted or viewed in clear text.
- c. Describe how the system provides role-based security across all templates, content, processes and repositories for: individual users, groups of users, individual directories / domains, subdirectories, sites.
- d. Specify whether the system encrypts content that is transported over non-trusted networks using strong encryption.
- e. Describe your best practices for securing the system.
- f. Describe how you will notify NHSOS of security issues or vulnerabilities, and provide a timeline for resolution.
- g. Specify whether the system is capable of implementing a default 'deny' access policy for users and content objects.
- h. Specify whether the system allows the revocation of all privileges from a specified group or selected user(s), thereby preventing access to the system.
- i. Describe how the system handles expired content objects.
- j. Describe the support you provide should a security problem arise with your product.

H 5.1.2 Security Questions

- a. Is your system susceptible to any of SANS Top 20 security vulnerabilities for Windows and UNIX described at <http://www.sans.org/top20/>?
 - i. If so, which ones?
 - ii. And what is your timetable for correcting these vulnerabilities?
- b. Is your system susceptible to any of OWASP Top 10 critical web application security vulnerabilities described at http://www.owasp.org/index.php/OWASP_Top_Ten_Project?
 - i. If so, which ones?

- ii. And what is your timetable for correcting these vulnerabilities?
- c. How does your product authenticate and authorize users?
- d. What security-related certifications do those in your company who are involved with this product's development and support hold? Examples of recognized certifications: SANS GSEC, CISSP, MCSE, and CCIE.
- e. How do you write secure code? How do you train your developers in writing secure code?
- f. May we see a copy of your End User License Agreement?
- g. May we obtain an evaluation copy of your software in order to conduct a security assessment?
- h. Specify if source code needs to be stored on the production server.

H 5.2 Audit

- a. Actions taken by the system, either automatically or user-initiated, **SHOULD** be logged for auditing purposes. Specify the actions that are logged.
- b. User audit log **SHOULD** be separate from server or web log.
- c. The system **SHOULD** have the ability to view audit history of ownership, content changes and permission changes for a selected object.
- d. Describe how the system supports reporting for audit exceptions including integrity failures, with user-defined sorting and filtering.
- e. Specify whether the system allows users or groups of users to be notified when specific objects are modified.
- f. Describe how the system archives audit records.
- g. Describe how audit data is presented, generated and maintained.
- h. Specify limitations to auditable actions.
- i. Are audit logs human-readable without the need for an intermediate translation program?
- j. Can audit logs be automatically copied or sent to a central server?

H 5.3 Logon Procedure

- a. Specify whether the system is capable of limiting the number of logon attempts, with a lock-out period for repeated failed logon attempts.
 - i. Describe what gets displayed after a failed logon attempt.
 - ii. Can this function be customized?

H 6.0 Training and Support

H 6.1 Training

- a. Describe the types of online self-help, training materials, tutorials, and any other help modules provided by the system.
 - i. Is online contextual help available at the time of content entry?
 - ii. Is online help searchable?
- b. Provide a list of the printed documentation provided for installation, operation, use, and administration of the WCMS.
- c. Specify whether you will provide an in-person, train-the-trainer program covering all user levels, and describe the program.
- d. Describe any skill evaluation tools you provide.

- e. Specify and describe any help files provided by the system, and whether they can be customized for NH SOS's instance(s) of the system.

H 6.2 Support

- a. Describe if and how you provide 24x7x365 support and the time frame of guaranteed initial response time.
- b. Specify whether you will provide on-site support of initial installation.
- c. Describe other services for maintaining the WCMS in a supported state.
 - i. Describe any online user communities that exist.
 - ii. Describe methods of communicating with your customers.
 - iii. Describe any client gatherings/conventions that are held.

H 7.0 Extensibility

H 7.1 Integration

A wide variety of information and services are offered to users of the NH Secretary of State website via the Web. Many of these services are provided from diverse and different systems

- a. The system **SHOULD** provide an Application Programming Interface (API) for developers to create separate web-based applications that interface directly with the WCMS.
- b. Describe any modules (either as part of a base package or optional add-ons) that provide the ability to offer/access additional services (external RSS feeds, outside applications, etc.).
- c. Describe how custom modules can be constructed to allow NH programmers to create their own modules to expand or extend the system capabilities.
- d. Describe how the system provides for the inclusion of code blocks or snippets that will allow developers to connect to other systems, external databases, etc. to import content into a dynamic page. Such code blocks (with proper tagging/identification/delimiters) might include scripts in PHP, JSP, Javascript, and others.

H 7.2 Languages

- a. The WCMS API(s) **SHOULD** be interoperable with standards-based programming languages. Specify supported languages.
- b. Any content modules supplied by the WCMS **MUST** produce standards-based output (Example: RSS, XML, XHTML). Specify supported languages.
- c. The WCMS API(s) **SHOULD NOT** require any proprietary programming or scripting languages.
- d. The WCMS API(s) **SHOULD** be interoperable with Java and/or PHP programming languages

H 7.3 Development

Which resources and skills are needed to develop Web sites using the WCMS, and how does it help in the deployment of these Web sites?

H 7.4 Developer Support

- a. Does the solution easily integrate with Developer Tool Environments e.g. Visual Studio and ASP.NET development tools. How do you support this?
- b. Can developers use their preferred XML editing tools and HTML tools such as Dreamweaver? Explain how.

H 7.5 Templates

- a. Does the WCMS provide a tool for template creation, or can other external tools (HTML or XML editors etc) be used?
- b. How does your solution separate lay-out from code in a template?
- c. Can we re-use template functions easily? And how can we preview and debug this?
- d. Can Templates be based on style sheets (CSS)?

H 7.6 Business Logic

Can the content creating, management and publishing process be automated? Describe how.

H. 7.7 API & Developer Support

- a. What APIs do you provide, and is this documented for use by developers?
- b. Does the WCMS enable visitors to provide feedback/ratings of a page ?
- c. Does the solution easily integrate with Developer Tool Environments e.g. Visual Studio and ASP.NET development tools?
 - i. How do you support this?
- d. Can developers use their preferred XML editing tools and HTML tools such as Dreamweaver?
 - i. Explain how.

H 7.8 Reporting/Statistics

The ability to determine how the system is being used, and how the content is being managed, is critical for administrators of the system.

- a. Describe any analysis tools the WCMS provides to view system data.
- b. Describe the types of reports provided by the system, such as (but not limited to) a list of pages/files by department, owner, responsible user, content type, and creation/activation/review/expiration date, and a list of “orphan” or unlinked pages.
- c. Can the administrator generate custom reports based on selected criteria over a specific period of time?
- d. Does the system provide support for Content Analytics for Web site(s), specifically: web site reporting, e.g. most popular downloads, more visited pages, top referral sites, search words used to find the site etc.?

H 7.9 Versioning

- a. The WCMS SHOULD support versioning and saving of previous iterations of a page. Describe methods of versioning and saving, including storage/resource requirements for such.
- b. The WCMS SHOULD have “sunrise/sunset” capability, allowing content contributors to schedule content for publication, expiration, or archiving by date/time.
- c. The WCMS SHOULD be able to set a “reminder” by date/time for each page to alert a website manager that content needs to be updated.
- d. Specify and describe how the system supports unlimited rollback, with the ability to revert to any previous iteration of a page.
- e. Specify whether the WCMS provides a redlining function to allow a visual comparison of versions.

H 7.10 User Management

Business Driver: The NH SOS projects that 15 internal and 300 external users of varying levels of skill and authority will eventually be creating content and completing WCMS web forms. Consequently, our WCMS needs to be flexible enough to manage both internal and external data providers’ login credentials and associated access rights.

- a. The system MUST support administration of users and roles.
- b. Describe the system’s ability to provide granular, flexible, customizable, and distributed rights authorization.
- c. How are roles and responsibilities assigned?
 - i. Does the system allow for customization of roles and responsibilities?
 - ii. Does the system support the creation of groups with specific permissions?
 - iii. Does the system allow single users to be members of multiple groups?
 - iv. Does the system support the creation of sub-groups?
- d. Provide examples that demonstrate the flexibility of your user management tools.

H 7.11 Version Control/Archiving

H 7.11.1 Does the WCMS provide:

- a. Version control of content?
- b. Full version history of all managed items?
- c. Compare versions of content?
- d. Revision tracking – view changes made to a content item?
- e. Versioning capabilities that enable compliance in addition to any WCMS Governance standards for content retention?

H 7.11.2

- a. How can you see what was published to a site at a specific moment in time (time/day/month/year)? How does your WCMS supports this?

H 7.12 Digital Asset Management (DAM)

- a. What are your digital/ media asset management capabilities?
- b. Explain what are your Repository Reports
- c. Can information in the WCMS Repository be shown in popular reporting tools such as Crystal Reports?

H 7.13 Publishing Methods/Caching

- a. Does the WCMS support static or dynamic publishing, or both?
- b. Is a separate Application Server needed for Dynamic publishing?
- c. Can the WCMS leverage the caching features of the Application Server?
- d. If dynamic publishing is supported, how does it support performance issues?
- e. Does it support server side caching or other such methods?
- f. Can authors /editors control the structure of the URL? In other words: can they create readable URLs?

H 7.14 Search Reporting

- a. How can content be searched both within the WCMS and within third party applications that help deliver Web-managed content? Is there support for categorization and taxonomies?
- b. Which search capabilities do you provide to authors? Can the solution search content by author, Content ID (unique ID for each content block/component), modification date, metadata field and/or workflow status?
- c. Does the solution allow authors to search for content in different content formats (e.g. HTML, PowerPoint, Word, PDF)?
- d. Does the solution offer the ability to find out on which pages, sites and channels a particular piece of content is used? How do you support this?
- e. Can search queries used by authors be saved, and used again?
- f. Does the WCMS provide an easy-to-use interface (e.g. list-boxes, pull-down menus) to categorize content?
- g. Does the WCMS support taxonomies? If so, please outline how this is supported.
- h. Does the WCMS integrate with 3rd party search tools such as Google Search Appliance? Please describe.

H 7.15 Content Delivery

- a. How is content delivered or published across all publication channels and sites.
- b. Can users select the date and time at which content will be published? How is this done?
- c. Do you support separate Development, Test, Acceptance and Production (staging, live) instances?
- d. Does the solution provide functionality that allows for content to be published in a number of publishing modes, i.e. both manual, automated and semi-automated (e.g. with, or without full approval cycles, etc. for specific types of content and specifically authorized users/ roles)? How is this done?
- e. Does the solution support a complete export of content? That is, does the product provide the capability to export the entire site? Such that the site could be made available on another Web server (in the case of a new hosting service provider, or development site) while retaining:
 - i. All content

- ii. Integrity of links
 - iii. Metadata
- f. What portal products are provided?
- g. Does the WCMS support the rollback of site changes if a publishing job fails?
- h. Does the WCMS provide support for secure HTTP and secure FTP protocols?
- i. What other security measures are supported?

H 7.16 Link Validation

- a. Can hyperlinks be validated so that only links that can be resolved are actually shown?

H 7.17 Multi-channel Publishing/Publishing Different Sources

- a. Does the solution provide support for secure HTTP and secure FTP protocols?
- b. Does the WCMS system manage each publication channel differently?
 - i. For example, is publishing to PDA or mobiles different from publishing to the Web?
 - ii. How does the WCMS handle this?
- c. Can content/ data be published from the following sources to Web sites:
 - Databases?
 - Web feeds?
 - Unstructured data (e-mails, documents)?
 - Rich multimedia (images, movies)?

H 7.18 Indexing

- a. How does the product update search indexes?
 - i. In batch or incrementally?

H 7.19 Architecture, and Support for Industry Standards

- a. For what purpose was the product's architecture designed?
- b. What language was it written in?
- c. What is its support for standards, to better understand how easily it can integrate with other environments?
- d. Can you provide an architecture diagram?
- e. Can you explain your approach to failover ?
- f. How does the solution scale?
- g. What databases do you support?
- h. What application servers do you support?
- i. What operating systems do you support?

H 7.20 XML Support

- a. Is content stored in XML format and stored in a database?
- b. Can content be extracted in XML format to be reused in additional channels and applications?

H 7.21 Browser

- a. Can all content authoring tasks be performed in a browser-based interface?
- b. Can all administration tasks be performed in browser-based interface?
- c. Are any ActiveX controls or other downloads required?

H 8. Document Management

H 8.1 Supported Types

What document types can the WCMS version control? How many past versions can it keep? What document types does it integrate with (i.e. MS Word versioning)

H 8.2 Versioning

Is minor versioning supported in the WCMS system? Is there a configuration available to set a limit?

H 8.3 Metadata elements (Document Categorization)

What are the default meta data elements available for documents? Can additional elements be added? If so, is it configurable within the WCMS or it requires development?

H 9. Miscellaneous

H 9.1 Approval

Does the application support E-Signatures? Please explain.

H 9.2 Access

Can access be restricted to Read Only, and to specific folders?

H 9.3 Image conversion

Can Documents and web contents be converted into a non-editable version for read only postings?

Can it randomly slice the image and publish it?

H 9.4 Watermarks

Can the WCMS force watermarks on published documents when printed or displayed?

H 9.5 User Edit Access

Can the system support multiple users editing a single file at the same time? If so, how many?

H 9.6 Standard Project Implementation Methodology

Do you have a standard implementation strategy?

H 9.7 Multi-site

Can the WCMS be expanded to support multiple Web sites? If so, how is this managed?

Can the use of the WCMS be expanded to cover the Internet, intranet, and extranets?

Please provide evidence of customers having done so.

H 9.8 Migration

Do you offer out-of-the-box migration tools?

Can you support automated content migration from an existing Web sites/WCMS to a new WCMS implementation?

H10. Vendor Management, Experience, and Capability Topics

H 10.1 Vendor Experience

An overview of the Vendor's experience rendering services similar to those included in this RFP. This description should include:

- a. A summary of the services offered;
- b. The number of years the Vendor has provided these services;
- c. The number of clients and geographic locations the Vendor currently serves, etc.;
- d. If the Vendor does not have direct experience the Vendor should document its ability to fulfill the requirements of this RFP, for example, through the use of experienced sub Vendor(s); and
- e. Experience should include documenting actual elections when the proposed voting system has been used and include the size and magnitude of those elections.

H 10.2 Vendor Organization

An organization chart of the Vendor showing all major component units, as well as information regarding:

- a. Which component(s) will perform the requirements of this contract;
- b. Where the management of this contract will fall within the organization; and
- c. What corporate resources will be available to support this contract in both primary and secondary, or back-up, roles
- d. Explain your Customer Support model and coverage in our regions.

H 10.3 Qualified consultancy/partners

- a. Describe your Professional Services organization and coverage in our regions.
- b. Do you offer a certification program for consultants within the organization, for implementation companies and for customers' employees?
- c. Provide an overview of (implementation) partners in our regions.

H 10.4 References

If possible, references from its customers who are capable of documenting:

- 1. The Vendor's ability to manage projects of comparable size and complexity;
- 2. The quality and breadth of services provided by the Vendor;
- 3. Each client reference should include the following information:
 - a. Name of client organization;

- b. Name, title, and telephone number of Point of Contact for client organization;
- c. Value, type, and duration of contract(s) supporting client organization;
- d. The services provided (including the exact type of equipment), scope of the contract, geographic area being supported, size of jurisdiction by number of registered voters and number of polling places, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels);
- e. If the Vendor is no longer serving this client, an explanation as to why the Vendor is not providing those services to the client organization.
- f. Please provide evidence of customers who have used the WCMS for three years or more, and how they have expanded its use.

H 10.5 Analyst Recognition

- a. What evidence can you provide that your product is known and reviewed by leading industry analysts?
- b. Which analyst reports (with dates) can you provide that reviews or references your product?

H 10.6 Vendor Capacity

Answer these Capability Questions for the specific WCM system being proposed:

- a. How many WCMS systems has the Vendor implemented in the last 2 years?
- b. How many WCMS systems has the Vendor sold in the last year?
- c. Where is the Vendor headquartered?
- d. How many full-time employees or equivalents does the Vendor have available during peak (election) periods?
- e. Please provide at least 5 relevant case studies separately and state the company names in this overview.
- f. Give at least 5 relevant references where the WCMS is used. Describe in detail how they use your product.

H 10.7 Qualified consultancy/partners

- a. Describe your Professional Services organization and coverage in our regions.
- b. Do you offer a certification program for consultants within the organization, for implementation companies and for customers' employees?
 - c. Provide an overview of (implementation) partners in our regions.

H 10.8 Financial Capability

The Vendor should include the following:

- a. Evidence of financial capacity to provide the services;
- b. Financial Statements. Preferably provide copies of the last two (2) year end financial statements including balance sheets and income statements (independent audit preferred);

- c. An independent analysis of those financial statements/reports, if available;
- d. Line of credit/Dunn & Bradstreet rating;

H 10.9 Work Plan

The State is interested in whether the Vendor's proposed Work Plan:

- a. Is logically organized and achievable;
- b. Reflects current project management "best practices";
- c. Identifies significant dependencies;
- d. Provides sufficient detail to enable the State to identify departures from the plan in time to institute corrective action;
- e. Is consistent with narratives on other topics;
- f. Is consistent with proposed staffing from the Vendor;
- g. Assigns tasks to appropriately qualified resources

H 10.10 Project Management and Staffing Capability

The State will consider the proposed Project Management Staff and their qualifications. The Vendor should propose personnel to manage all aspects of their commitment required by this RFP contract. The State will judge the adequacy of Project Management and Staffing capability in terms of:

- a. Proposed overall project manager
- b. Other proposed management personnel
- c. Number of proposed technical staff
- d. Qualifications of proposed technical staff
- e. Number of proposed staff other than technical staff
- f. Qualifications of proposed staff other than technical staff

H 10.11 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the project manager are particularly critical. Therefore, the State requires that the project manager be identified with some degree of certainty. More specifically, up to three candidates for the role of project manager may be presented with the understanding that one of the candidates identified will be available when the project begins.

The State requires that the Project Manager be available to the State on site during critical phases of the project. Candidates for Project Manager must be able to pass a criminal background check. For each Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- a. The candidate's educational background;
- b. An overview of the candidate's work history;
- c. The candidate's project experience, including project type, project role and duration of the assignment;
- d. Any significant certifications held by or honors awarded to the candidate; and

- e. At least three references, with contact information, who can address the candidate's performance on past projects.

H 10.12 Candidates for Vendor Implementation Staff

Provide a resume not to exceed three (3) pages for each Vendor implementation staff position on the project team. Each resume should address the following:

- a. The individual's educational background;
- b. An overview of the individual's work history;
- c. The individual's project experience, including project type, project role and duration of the assignment;
- d. Any significant certifications held by or honors awarded to the candidate; and
- e. At least two references, with contact information, that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of key staff assigned to the project is critical. Describe any assurances that will enable the State to have confidence that individuals proposed for Vendor implementation staff positions will be available for and assigned to the proposed project solution. Vendor staff will be required to pass a criminal background check.

H 10.13 Sub Vendors

Vendors should identify expected sub Vendors, if any, and the role these sub Vendors will have in the performance of any contract awarded in the future.

